



Request for Proposal

Women4Climate Remote Training Programme

22 June 2022

Foreningen C40 Cities Climate Leadership Denmark

Frederiksholms Kanal 30,

st. mf., 1220

København K

1 Background

1.1 About C40

The C40 Cities Climate Leadership Group (C40) is a network of the world's megacities committed to addressing climate change. Acting both individually and collaboratively, C40 cities are having a meaningful global impact in reducing both greenhouse gas (GHG) emissions and climate risks. C40 brings together a unique set of assets and creates a shared sense of purpose. C40 offers cities an effective forum where they can collaborate, share knowledge and drive meaningful, measurable and sustainable action on climate change to create resilient, sustainable and low carbon cities. As a climate organisation of the world's greatest cities, C40 supports its members to move on to a low carbon development pathway, adapt to climate change, curb GHG emissions, and engage in partnerships among themselves and with global organisations, national governments, the private sector and civil society.

1.2 About the Inclusive Climate action programme and the Women4Climate initiative

C40's Inclusive Climate Action (ICA) Programme focuses on supporting mayors and cities to ensure local climate policies and initiatives are designed in an inclusive way and have equitable impacts, as a way to make the case for bold climate action and maximise its benefits across urban populations. The programme aims at delivering leadership and advocacy support, technical and strategic assistance, training and peer-to-peer exchange on assessing and understanding the wider benefits of climate action; increasing capacity to engage inhabitants and stakeholders; designing inclusive and just climate strategies.

C40 contributes to the emergence of the next generation of climate leaders by sharing knowledge and experiences through the Women4Climate programme that combines mentoring, training and networking opportunities for women in cities.

Women4Climate is a joint initiative of C40 Cities and the L'Oréal Foundation in which women from C40 cities can develop and implement actions inspired by the "think local, act global" philosophy. This mentorship programme supports cities in engaging with resident women to accelerate women-led local climate projects and solutions that contribute to the city climate priorities and action plans. It further acts as a global platform to bring policy makers, citizens, business and community leaders together to co-create an understanding of urban climate challenges and inclusive and just solutions that address these challenges in their city.

The mentorship programme matches committed leaders from the public and private sector, international organisations and members of civil society with emerging female leaders at various stages in developing their climate projects and solutions. The selected projects are aimed at adapting to or mitigating the effects of climate change, aligning with their city's climate objectives and to the C40 declarations¹ and fostering inclusion and equity. Successful projects put under-represented communities at the heart of climate action and ensure just and inclusive outcomes for all citizens.

By emphasising the inextricable link between climate change and the achievement of gender justice and equality, the Women4Climate initiative aims to help cities deliver ambitious and inclusive climate action.

1.3 Background of this project and objectives of request for proposals

In 2021 and 2022, C40 Women4Climate **organised monthly bespoke regular remote training sessions to support the development of diverse skills and knowledge of women working in the field of climate action** who are part of the programme. The previously offered training sessions focused on leadership design thinking impact measurement, systems change, pitch practice and more.

C40 Women4Climate is looking to expand the roster of training delivery partners and will accept proposals for training delivery in the fields of:

- **Climate communications and/or climate storytelling;**
 - The training will provide participants with a base of knowledge regarding challenges and best practices in communicating about climate change. Participants learn how to engage better with people through powerful storytelling & to convey the relevance of the issue related to their projects and climate change to different stakeholders which in turn will help them build long-lasting support around their initiative.
- **Negotiation;**
 - The training will help participants negotiate effectively & identify and meet needs when negotiating. They will gain knowledge on how to handle objections and resist confidently.
- **Successful funding and grant writing opportunities and strategies**
 - The training will provide participants with the relevant knowledge to identify funding opportunities, techniques to write successful project proposals, and other advice on

¹ **C40 Declarations:** [Net Zero Carbon Buildings](#), [Advancing Towards Zero Waste](#), [Green & Healthy Streets](#), [Good Food Cities](#), [Clean Air Cities](#) and [Divest/Invest](#) and the [Equity Pledge](#)

finances, finding sponsorship and how to write a good business case rooted in the principles of inclusivity and equity.

- **Media training (international medias):**

- The training gives useful advice and practical tools for speaking to different audiences and in different contexts (e.g. city halls meetings, international summits, press conferences, pitch competition). Mentees learn essential communication skills required to be successful during interviews, including elements related to body language, breath and voice.

Proposals covering training delivery beyond these categories and relevant for the development of women-led climate projects are welcome.

A winning proposal will demonstrate how specific skills and competencies covered in the training will help the programme participants in delivering their climate work and/or in expanding its impact.

2 Proposal guidelines

Proposals will be accepted until **4th July 2022, 12 pm BST**. The entire proposal should not exceed five (5) pages or ten (10) slides.

Submissions guidelines:

The respondents should set out how their training offering will meet the needs of the Women4Climate programme and how it will develop the skills of the programme recipients.

Essential requirements

The proposal should include:

- **Training session description and key outcomes.** A description of the proposed training and how it will support the programme recipients in becoming effective climate leaders and help them maximise the impact of their project. The proposal will also include the aims and outcomes of training sessions in a clear format (please see the table below). The proposal should also include a **draft agenda** and **suggested content** (2 pages max.).

TRAINING DESCRIPTION & AIMS	
XXX	
KEY TAKEAWAYS	
XXX	
XXX	
XXX	

- **Tailored activities.** Providers are asked to include ideas of bespoke content/activities tailored to the Women4Climate programme recipients' needs (bidders are encouraged to consult the [Women4Climate website](#) to find out more about participants' profiles).
- **Interactivity and networking.** Sessions should be designed to grow capacities and skills of the participants but also to increase engagement between them and strengthen the sense of a community. The provider will ensure the virtual audience is engaged throughout the session (icebreaker, hand raising, breakout rooms for networking and activities, polls and asking the attendees to share their experiences/ideas). Providers are encouraged to **create bespoke case studies based on the mentees' profiles** and information available on the [w4c.org](#) website and/or 1-2-1 conversations with selected participants. The case studies should serve as an example; other participants should get the opportunity to apply the learnings to their own projects. Proposals should include information on the set up and activities planned to ensure the interactivity of the training.
- **Content and handouts.** The trainer or the facilitation team will be responsible for developing the training content and a compelling presentation to be used for the visual component (slides for the remote facilitation) of the session and for providing relevant pre- and post-sessions readings (if appropriate). Alternatively, eLearning tools can be provided for trainees ahead of the training session and after (databases examples for the trainees to use, literature review or reading references, etc). Please include these details on content development in your proposal. Providers are encouraged to share the format of the handouts they distribute.
- Examples of relevant previous work and **testimonials.** The proposal should include examples of **past projects (particularly developed for non-governmental organisations in a remote learning setting)** and **client testimonials** where appropriate. Experience in working with NGOs. If relevant, please include information about your experience in working with climate organisations and/or women.
- Include a **team structure** (if relevant). Provide roles, responsibilities and brief CVs (maximum of 2 pages) of staff members assigned to this mission. Where applicable, please highlight any sub-consultants. Include any relevant experiences team members might have had in undertaking similar missions with success.
- At least two recent references with phone and email contact details.

Optional criteria

The proposal could include:

- Post-training exercise. Training sessions ideally include an action component "post-training exercise" that further encourages participants to implement their newly acquired knowledge. This

exercise should ideally be organised between mentees and conducted independently of the provider review.

- Recording. Training sessions ideally could be recorded and shared with C40 to be available for viewing to the Women4Climate programme recipients. Recording will be stored on a platform exclusively dedicated to the programme recipients and won't be circulated publicly. Kindly provide information about the video licence and any other relevant considerations in the proposal.
- Certificate. If the training provides a certificate of completion, the proposal should mention this.
- Survey. Women4Climate will conduct a satisfaction survey post-training and welcome specific questions provided by the trainer with the aim of sharing the results/answers. The proposal may also include an individualised or group feedback/ evaluation deliverable. If the provider aims to conduct a pre-training survey, this should be mentioned in the proposal.

3 Budget

Proposals are expected to include a full, detailed, cost breakdown. The financial proposal should be presented in USD and be inclusive of all taxes and administrative fees.

- Proposals should include the **total fee** and **an indicative breakdown per task**, including estimated hours per assigned staff member and per task.
- Proposal should include the cost of 1 remote training session, as well as the cost of a set of 3 remote training sessions; the cost of running individual and/or group follow-up sessions/workshops, where appropriate (non-compulsory).
- **VAT-inclusive costs** should be stated as one-time or non-recurring costs or monthly recurring costs.
- Pricing should be listed for each of the following items in accordance with the template below:

Task	Total Cost \$ (Per Task)	Staff Days (Per Task)

Staff Member	Role	Date rate \$	Total No. days
<i>Ex. Ms Clara Smith</i>	<i>Project Leader</i>	<i>\$100</i>	<i>2</i>

The average available budget for each training (3 identical sessions delivered to accommodate different time zones) is up to US \$ 3,000 (inclusive of all applicable taxes).

4 Timeline - Project Delivery

Successful providers will be expected to deliver training sessions between September 2022 and February 2023. Training schedule will be confirmed once all bidders are selected and their availability confirmed.

5 Language

All products should be delivered in British English. The training will be held in English. Please note English won't be the first language of participants and the proposal should include details of any relevant experience providing training to people participating in their second language or capacity of the provider team to deliver the training in other languages.

6 Equity, diversity and inclusion (ED&I)

Providers should confirm their adherence to C40's terms and conditions, including C40's Equity, Diversity and Inclusion [principles](#). Winning bidders will ensure that trainers and the content of training include balanced and diverse representation from different backgrounds, gender expressions and regions of the world. This is to reflect the culture and aspirations of Women4Climate mentees in all their diversity. If applicable, providers are encouraged to include their ED&I commitments in their application.

7 Training Session Format

- **Training length:** 2h maximum, including breaks.
- Each training will be delivered **3 times** to accommodate different time zones – 2 sessions can be scheduled on the same day
- **20 - 30** participants are expected to attend each session
- The provider will host the training on Zoom. Links to meetings will be provided in advance. C40 staff can facilitate the **technical set-up** of the training on Zoom and arrange the date and time of training sessions, as well as handling mentees registrations. If the providers would like to suggest a different technical set-up or online platform than Zoom, the details should be included in the proposal.
- **Live Translation.** C40 will additionally contract a translator who will provide simultaneous English<>Spanish translation to one of the sessions. If the provider does not have the Zoom interpretation feature enabled, C40 can assist in creating meetings. C40 can arrange for a short meeting between the translator and the provider to explain the feature.

8 Deliverables

All project deliverables, reports and documentation, content and intellectual property will be owned by C40.

9 Timeline - Procurement

A tender in response to this request for proposal should be submitted no later than **4th July 2022, 12 pm BST** to Ariane Colson, Project Officer **acolson@c40.org**; cc: **women4climate@C40.org**

Any proposals received after this date and time will not be accepted and will be returned to the sender.

The tender evaluation will take place between **5th July 2022 and 12th July 2022**. If additional information or discussions are needed within this window, the bidder(s) will be notified.

The selection decision for the winning bidders will be made no later than **14 July 2022**.

Notifications to bidders who were not selected will be completed by **15 July 2022**.

Activity	Date
RfP sent out	22 June 2022
Deadline for questions about RfP	27 June 2022
Questions answered for all bidders	29 June 2022
Proposals submitted to C40	04 th July 2022, 12 pm BST
Evaluation of proposals	5 th – 12 th July 2022
Winning bidders notified	14 th July 2022
All bidders notified of outcome	15 th July 2022

10 Evaluation criteria

Submissions will be evaluated against the following criteria:

Criteria	Weighting
Interpretation of brief and proposal for delivery	35%
Expertise and experience of project team in delivering training for non-governmental organisations and/or climate organisations and references from past clients	30%

Experience in delivering remote training	15%
Value for money	15%
Diversity and inclusion: trainers and content reflect the diversity of the Women4Climate community	5%
TOTAL	100%

11 Contracting

Contract terms and payment conditions will be negotiated upon selection of the winning bidder and will be subject to review by C40 legal department, including scope, budget, schedule and other necessary items pertaining to the project.

All contracting and invoicing will be handled through:

Foreningen C40 Cities Climate Leadership Denmark
Frederiksholms Kanal 30,
st. mf., 1220
København K,
Denmark

12 Terms and conditions

Foreningen C40 Cities Climate Leadership Denmark reserves the right to change or cancel the above requirements at any time, without incurring any liability towards any interested party and/or any obligation to inform any interested party of the grounds for its action. All costs incurred in connection with the submission of this RFP are non-refundable by Foreningen C40 Cities Climate Leadership Denmark .

13 Contact

Any clarifying questions about this Request for Proposal before submitting a proposal, can be directed to Ariane Colson: acolson@c40.org; cc: women4climate@C40.org

14 Appendix / Appendices

C40's Standard Service Provider Agreement

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (this “Agreement”), is dated as of [REDACTED], (the “Effective Date”), by and between FORENINGEN C40 CITIES CLIMATE LEADERSHIP DENMARK CVR Number of 40708243 (“C40”), and [REDACTED], having an address of [REDACTED] (“Service Provider”).

WHEREAS, in furtherance of its charitable and educational mission, C40 desires to engage the services of Service Provider, and Service Provider desires to render such services to C40, in accordance with the terms and conditions set forth below.

NOW THEREFORE, in consideration of the covenants and agreements set forth in this Agreement, and for other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Services. During the Term (as defined below), Service Provider will provide services and/or advice to C40 as set forth in one or more Statements of Work (the “Services”), which shall be signed by both parties in the form attached as Exhibit A. The parties may mutually agree from time to time on additional Statement(s) of Work providing for additional Services to be performed pursuant to this Agreement. In the event of any conflict between the terms of this Agreement and any Statement of Work, the terms of this Agreement shall control and govern.

2. Term. The term of this Agreement (“Term”) will commence on the Effective Date and will terminate 60 days following completion of the Services, unless extended by C40 in writing or earlier terminated in accordance with this Agreement.

3. Fees. Service Provider will invoice C40 for the Services for each of the payments due. Each invoice will be payable to Service Provider within thirty (30) days after its receipt by C40. Invoices will be addressed to Foreningen C40 Cities Climate Leadership Denmark, Frederiksholms Kanal 30, st. mf., 1220, with attention to C40 Finance and be delivered via electronic mail to: finance@c40.org; *provided*, that if it is impracticable for Service Provider to deliver invoices via electronic mail, invoices may be mailed by post to the following address: Foreningen C40 Cities Climate Leadership Denmark, Frederiksholms Kanal 30, st. mf, with attention to C40 Finance.

4. Independent Contractor. The Services will be performed by Service Provider as an independent contractor, and neither Service Provider nor any of its directors, officers, employees, volunteers, agents, or contractors (as applicable) (collectively, “Personnel”) will become, by virtue of this Agreement, an employee or agent of C40. Service Provider Personnel will have no right or authority to assume or to create any obligation or responsibility, express or implied, in the name or on behalf of C40. To the extent applicable, Service Provider will assume all responsibility for unemployment compensation, workers’ compensation, retirement plans, and other benefits, as well as all obligations to pay national, state, local and social security/insurance taxes on any amounts paid in connection with this Agreement. Service Provider acknowledges that C40 has no obligation to Service Provider or any of its Personnel in this regard, and Service Provider agrees to indemnify and hold harmless C40 with respect to any claims or liability regarding such benefits, taxes, and related matters.

5. Performance of Services. The Services will be performed by Service Provider or by Personnel under the control of Service Provider using best efforts.

6. Confidentiality.

(A) Confidential Information. During the course of performing the Services, each party may have access to confidential or proprietary information (in print, electronic, or other format) that is not otherwise known to the general public and that is owned by or licensed to a party or its affiliates (or third parties to whom a party owes a duty of confidentiality), which is marked confidential or should reasonably have been known to be confidential (“Confidential Information”). Each party agrees to: (i) keep the other party’s Confidential Information strictly confidential; (ii) use the other party’s Confidential Information solely for the purpose of fulfilling its obligations under this Agreement; (iii) disclose the other party’s Confidential Information only to its Personnel who have an absolute need to know such Confidential Information and who are informed of and agree to be bound by the confidentiality obligations set forth in this Agreement. A party will be liable for any breach of confidentiality obligations by any person or entity to which the party discloses

the Confidential Information. Each party will use commercially reasonable efforts to assist the other party in identifying and preventing any unauthorized access to, use or disclosure of its Confidential Information and will immediately notify the other party in writing if it becomes aware of any unauthorized access to, use or disclosure of the other party's Confidential Information.

(B) Exclusions. Confidential Information does not include information to the extent, as shown by written evidence, that it: (i) is or becomes generally available to the public through no act or failure to act on the part of the receiving party or its Personnel; (ii) was rightfully within the receiving party's possession, free of any confidentiality obligations, before being furnished by or on behalf of the disclosing party; (iii) becomes available to the receiving party on a non-confidential basis without breach of this Agreement; (iv) is information that the receiving party independently developed without breach of any obligation of confidentiality to the disclosing party; or (v) is released from confidential treatment by the disclosing party's written consent.

(C) Return of Confidential Information. If requested by the disclosing party upon expiration or termination of this Agreement or at any other time, the receiving party will return or destroy, and provide an officer's certificate that it has returned or destroyed, all materials and documents (in any format) containing Confidential Information.

(D) Injunctive Relief. Each receiving party agrees and acknowledges that a breach or threatened breach of its confidentiality obligations will cause irreparable injury and that, in addition to any other remedies that may be available at law, in equity or otherwise, the disclosing party will be entitled to seek injunctive relief against the receiving party's threatened or continued breach of its confidentiality obligations.

7. Work Product.

(A) Works Made for Hire; Assignment. C40 has specially ordered and commissioned all material that Service Provider creates under this Agreement (the "Work Product") as "works made for hire" under United States copyright laws. Accordingly, subject to the limitations of Paragraphs (B) and (C) of this Section, C40 is the author of the Work Product for all purposes and will forever and exclusively own all worldwide right, title, and interest in the Work Product, including copyrights and all other proprietary rights. If the Work Product, or any part of the Work Product, is determined not to be a work made for hire, then, as of the Effective Date and without further consideration, Service Provider hereby irrevocably assigns to C40 all of its right, title, and interest in the Work Product, including copyrights and other proprietary rights together with all extensions of such copyrights, arising under the laws of the United States or of any other country or under any treaty, convention, or proclamation. Service Provider waives, to the extent they can be waived under any applicable law, all rights known as "moral rights" arising in the Work Product under any present or future law. Service Provider agrees to promptly execute and deliver to C40 any instruments of transfer or other documents C40 requests to confirm and enforce C40's absolute ownership of any and all rights in the Work Product. Service Provider irrevocably appoints C40 as its true and lawful attorney-in-fact to execute and deliver any such instruments or documents if Service Provider fails or refuses to do so.

(B) Pre-Existing Works. If Service Provider incorporates, in whole or in part, any portion of pre-existing works owned by Service Provider ("Pre-Existing Works") into any Work Product, Service Provider will identify in writing the Pre-Existing Works. Service Provider hereby grants C40 a worldwide, irrevocable, fully-paid up, and royalty-free license (with the right to sublicense the right) to reproduce, distribute, create derivative works of, publicly display, and perform the Pre-Existing Works as part of the Work Product in any medium now known or later developed in furtherance of C40's charitable and educational mission.

(C) Third-Party Materials. If Service Provider wishes to incorporate any elements owned by third parties ("Third-Party Materials") into any Work Product, Service Provider will obtain C40's prior written consent and obtain in writing, on C40's behalf, a worldwide, irrevocable, fully-paid up, and royalty-free license (with the right to sublicense the right) to reproduce, distribute, create derivative works of, publicly display, and perform the Third-Party Materials as part of the Work Product in any medium now know or later developed. Service Provider will provide C40 with a copy of all licenses to Third-Party Materials.

(D) Residual Knowledge; Other Engagements. The parties acknowledge and agree that this Agreement is not intended to restrict Service Provider from continuing to use any general ideas, concepts, know how, methodologies, processes, or techniques that Service Provider has acquired and developed as part of

its expertise in consulting under this Agreement or to prevent Service Provider from pursuing other business engagements, provided that such use and engagements by Service Provider do not involve C40's intellectual property or Confidential Information or the Work Product created under this Agreement.

8. Representations, Warranties and Covenants.

(A) Service Provider represents, warrants and covenants that:

(i) Service Provider has the full right and authority to enter into this Agreement, to grant all rights granted, and has the requisite expertise to perform all Services and will diligently and timely provide the Services in a professional and workmanlike manner in accordance with the highest industry standards;

(ii) by entering into this Agreement, Service Provider will not violate the terms of any pre-existing agreement that Service Provider may have with another party;

(iii) the Work Product will be original except to the extent any Pre-Existing Works or Third-Party Materials are incorporated in the Work Product;

(iv) the Work Product (and any Pre-Existing Works or Third-Party Materials incorporated in the Work Product) will not infringe the copyright, trademark, patent, or other proprietary or other right of any person or violate any law;

(v) Service Provider will comply with all applicable local, city, state, federal and international laws, rules and regulations including, all environmental, safety and health and labor and employment (including those addressing discrimination, harassment and retaliation) laws, rules and regulations, and will remain in compliance during the Term;

(vi) Service Provider will comply with all applicable affirmative action laws and regulations;

(vii) Service Provider has established adequate safety standards and protocols for its Personnel and will cause Personnel to follow such standards and protocols;

(viii) Service Provider will instruct its Personnel in any safety standards and protocols promulgated by C40, or the management of a facility occupied by C40, and its Personnel will follow such standards and protocols;

(ix) Service Provider has appropriate safeguarding policies, protocols and practices in place to ensure that it does no harm to beneficiaries of its services and its staff. This means having policies in place which reflect the safeguarding practices of C40 (the latest can be found here: <https://www.c40.org/contact>); and

(x) all Personnel are approved and authorized to work in the place they will be working under all applicable rules and regulations.

(B) At any time, C40 may request Service Provider to present copies of Service Provider's programs, policies and/or documentation as to any training provided by Service Provider to its Personnel.

9. Indemnity; Insurance.

(A) Indemnity. Service Provider will indemnify, protect, and hold harmless C40 and its affiliates, and their respective Personnel (collectively, "Indemnitees") against all liability, damages, judgments, costs, fines, penalties, interest and expenses (including reasonable legal and professional fees and similar disbursements incurred in any action or proceeding), to which the Indemnitees may be subject or suffer arising from, or in connection with: (i) a breach of this Agreement by Service Provider, (ii) a breach of any of Service Provider's representations, warranties, and covenants, (iii) the negligent or willful misconduct of Service Provider, in the performance of the Services, or (iv) any third-party claim resulting from or related to the Services, to the extent the liability or harm was not caused by C40.

(B) Service Provider covenants to maintain all relevant obligatory insurances as requested by local law, including the local equivalents of employer's liability coverage, professional liability policy, automobile liability policy, if applicable, with coverage limits that would be maintained by a prudent party in Service Provider's industry performing work similar to the Services.

10. Non-Disparagement and Non-Disclosure. Service Provider recognizes and agrees that as a result of its engagement by C40, it is assuming a position of confidence and trust and as such will not in any way defame, disparage, libel or slander C40 and/or its respective directors, officers, owner(s), affiliates, associates and related entities, and will not, during the Term or thereafter, contact, respond to any request from, or in any way discuss C40 and/or its respective directors, officers, owner(s), affiliates, associates or related entities with any news provider or other media (print, television or otherwise).

11. Limited Liability. C40's liability under this Agreement is limited to the fees earned by and payable to Service Provider pursuant to Section 3, and in no event will include consequential, special or indirect damages or claims for loss of profit or business. No individual director, officer, official, employee, volunteer, agent or affiliate of C40 will be personally liable under this Agreement, and no recourse can be held against any such party's assets by reason of a breach of this Agreement by C40 or otherwise.

12. Termination. C40 may terminate this Agreement upon 30 days' written notice to Service Provider. Following termination, C40's only obligation to Service Provider will be to pay Service Provider amounts due for Services satisfactorily rendered. Upon the termination, Service Provider will immediately deliver to C40 in understandable and organized form, all Work Product (including works-in-progress), and will, at no extra charge, be available to and cooperate with C40's designees in connection with the transition of the Services.

13. Anti-Corruption Laws. Service Provider hereby acknowledges that it is familiar with the terms and provisions of the United States Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"), the UK Bribery Act, (the "Bribery Act") and all applicable international and local country anti-bribery and anti-corruption laws, rules, decrees, orders and regulations (the FCPA, Bribery Act and such applicable international and local country laws, decrees and regulations are individually and collectively referred to as "Anti-Corruption Laws") and the general and specific purposes of such Anti-Corruption Laws. The Service Provider further represents, on behalf of itself as well as its subsidiaries and affiliates, and their respective directors, officers, employees, and agents, that the Service Provider does and will comply in all respects with all applicable Anti-Corruption Laws.

14. Miscellaneous.

(A) Subcontracting. Service Provider may subcontract or delegate its obligations under this Agreement only with C40's prior written consent in each instance; if C40 approves any subcontractor, upon C40's request, Service Provider will promptly provide to C40 all information that C40 reasonably requests concerning the subcontractor. Service Provider is primarily responsible for all acts and omissions of subcontractor and for ensuring subcontractors comply with this Agreement.

(B) Prior Services; Survival. If Service Provider has provided any of the Services before the Effective Date, this Agreement would apply except as expressly stated otherwise. Any Sections that contemplate survival of termination or expiration of this Agreement will survive such termination or expiration, including the Sections "Representations, Warranties and Covenants," "Trademarks," "Limited Liability" and "Indemnity; Insurance".

(C) Notices. All notices under this Agreement must be in writing and be sent by electronic mail, by hand, by courier service, mailed by certified or registered mail (return receipt requested, postage prepaid) or by other method for which the sender has written proof of receipt to the address of a party below (or to another address as a party may designate by notice):

If to C40:

Foreningen C40 Cities Climate Leadership Denmark
Frederiksholms Kanal 30,
st. mf., 1220
København K,

Denmark

Attention: C40 Legal
Email: legal@C40.org

If to Service Provider:

[insert information]

(D) Entire Agreement; Modifications. This Agreement: (i) contains the entire agreement of the parties and supersedes all other oral or written agreements regarding its subject matter; and (ii) may be modified only by a written amendment signed by both parties.

(E) Waiver. Any waiver must be in writing and signed by a party. A waiver in one instance will not be considered a continuing waiver or a waiver in another instance, whether similar or different. No failure or delay in exercising any right, power, or privilege will operate as a waiver, nor will any single or partial exercise of right, power, or privileged preclude any other or further exercise.

(F) Severability. If any provision of this Agreement is held to be unenforceable, the remaining provisions will continue in full force and effect and the invalid or unenforceable provision will be severed from this Agreement and replaced by a lawful and enforceable provision which, as far as possible, achieves the intent of the parties, provided that any modification or deletion of a provision should not significantly alter the benefits or burdens of either party under this Agreement.

(G) Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

(H) Assignment. Service Provider may not assign this Agreement without C40's prior written consent and any purported assignment in violation of this provision will be null and void. C40 will have the right to assign this Agreement at any time on notice to Service Provider.

(I) Headings; Including. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. The term "including" is illustrative and means "including but not limited to."

(J) Cumulative Remedies. The rights and remedies under this Agreement are cumulative and are not exclusive of any rights and remedies that may be available to any party under applicable law, in equity, or otherwise.

(K) Governing Law; Governing Language; Venue. This Agreement is governed by and should be construed in accordance with the laws of Denmark. For all purposes, this English language version of this Agreement is the original, governing agreement and understanding of the parties; if any conflict arises between this English language version and any translation into another language, this English language version will govern and control. If the parties have any dispute under this Agreement, they will use good faith efforts to resolve the dispute through discussions of an executive officer from each party for a reasonable period. Any dispute arising under or related to this Agreement will be resolved exclusively in the courts in Denmark. Each party irrevocably submits to the exclusive jurisdiction of the foregoing courts and waives any objection to the venue of those courts based on an inconvenient forum or other reasons.

(L) Counterparts; Signatures. This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one agreement. Signatures on this Agreement delivered by email, PDF, or facsimile will be considered valid and binding.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement as of the Effective Date.

FORENINGEN C40 CITIES CLIMATE LEADERSHIP
DENMARK

By: _____
Name:
Title:

{service provider name}

By: _____
Name: {authorized signer name}
Title: {title of authorized signer}

STATEMENT OF WORK

This Statement of Work is made subject to the Service Provider Agreement dated **{effective date}** by and between FORENINGEN C40 CITIES CLIMATE LEADERSHIP DENMARK, and **{service provider name}** ("Service Provider").

1. Scope of Work

{a detailed explanation of services to be provided}

2. Term

{time frame of service with an end date}

3. Fees

{Service Provider's pay rate; examples include: X amount per hour, X amount per month, X amount for service provided}

4. Payment Schedule

{how the Service Provider would like to be paid; examples include: quarterly payments, one time payment, monthly payment *note: C40 does not pay more than once per month}

5. C40 Staff Point of Contact:

{name}

{email}

FORENINGEN C40 CITIES CLIMATE LEADERSHIP DENMARK

By: _____

Name:

Title:

{service provider name}

By: _____

Name: {authorized signer name}

Title: {title of authorized signer}